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bill of sale recited that the vendor resided in Burlington, Vt., while his actual residence was in Colchester. It was held in this case that a bankrupt's assignee could not defeat the preference by showing the actual residence. Although producing rather harsh results in the particular case, the doctrine of the principal case appears to be the logical construction of the statute, and fairly indicates the difference between the Acts of 1867 and 1898 in this respect.

**BILLS AND NOTES—EFFECT OF AGREEMENT TO PAY ATTORNEY'S FEES ON NEGOTIABILITY.**—Plaintiff, indorsee of a promissory note executed by defendant, brings suit to recover the amount of the same. The note contained a promise to pay "counsel fees if collected by an attorney." *Held*, there can be no recovery on the note as the agreement to pay counsel fees renders it non-negotiable. *American Machinery & Export Co. v. Druge Bros.* (1909), — Vt. —, 74 Atl. 84.

This case affords an illustration of the necessity of a uniform Negotiable Instruments Law. The decision is contrary to the Negotiable Instruments Statute, which has been adopted in over thirty states, and is not in accord with the rule sustained by weight of authority before the first Negotiable Instruments Law was passed by New York. During the past forty years it has been quite generally held that a promissory note otherwise negotiable is not rendered non-negotiable by reason of its containing a clause providing for the payment of attorney's fees and costs, in case of suit being brought to enforce collection. As early as 1858 in *Billingsley v. Dean*, 11 Ind. 331 it was held that an agreement to pay attorney's fees in a promissory note was a binding contract. *Sperry v. Horr*, 32 Iowa 184; *Stoneman v. Pyle*, 35 Ind. 103; *Dietrich v. Bayhi et al.*, 23 La. Ann. 767 decided in 1871 are strong authorities for the rule contrary to that followed in the principal case. 2 RANDOLPH COMM. PAPER, §§205, 206, where the cases are collected as to their numerical weight of authority; 2 PARSONS, BILLS & NOTES, p. 147; 4 DANIEL NEG. INST., §62, sustain the doctrine of the former cases. The Negotiable Instruments Law of Michigan, which was copied after the New York statute and is typical of the American statutes, provides, §4, "the sum payable is a sum certain within the meaning of this act, although it is to be paid with costs of collection or an attorney's fee in case payment shall not be made at maturity." This provision changes the rule in Michigan but affirms the rule sustained by weight of authority. BUNKER NEG. INST., p. 36.

**BOUNDARIES.—STREET.—RIPARIAN RIGHTS.**—Both plaintiff and defendant in an action of ejectment claimed title under grants from the Ocean City Association; the plaintiff under a deed made in 1905; the defendant under two deeds of earlier date. The land in the latter deeds was described by reference to a map, and bounded by a street delineated upon the map as being 70 feet wide. Defendant claimed that if at the time the land was conveyed the ocean waters passed the middle line of this street as shown upon the map he was entitled to all subsequent accretions and thus to the tract in question. *Held*, that defendant's title extended only to the middle of the street as it